



Commonwealth of Virginia
Virginia Information Technologies Agency

DALY DESKTOPS, NOTEBOOKS, WORKSTATIONS AND SUPPORT SERVICES

Optional Use Contract

Date: July 30, 2003

Contract #: **VA-010525-DALY**

Authorized User: Commonwealth of Virginia agencies and institutions of higher education,
Political Bodies

Contractor: Daly Computers, Inc.
22521 Gateway Center Drive
Clarksburg, MD 20871

FIN: 52-1541086

Contact Person: Mr. Ed Floyd, Director of Sales
800-955-3259, Ext 315

E-Mail Orders to: erf@daly.com

Fax orders to: 301-963-1516

Delivery: 21 Days ARO

FOB: Destination

Term: May 17, 2003 – August 16, 2003

Payment: Net 30 days

For Additional Information, Please Contact:

Contract Compliance Information:
Mrs. T. J. Hudson
Contracts Administrator
Phone: 804-371-5971
E-Mail: tj.hudson@vita.virginia.gov
Fax: 804-371-5969

Technical Information:
Mr. Joe Parr, CPPO, VCO
Contract Officer
Phone: 804-371-5991
E-Mail: joe.parr@vita.virginia.gov
Fax: 804-371-5969

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.oas.virginia.gov>

CONTRACT #VA-010525-DALY

EXTRACT CHANGE LOG

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PRODUCTS AND PRICING INFORMATION

PRODUCT LINES:

The following product lines are included in this contract:

Desktops: DALY V94S, minimum processor type and speed of Pentium III, 800 MHz, with 128 MB of memory.

Notebooks: DALY A500 notebook series, minimum processor type and speed of Pentium III, 650 Mhz, and a minimum of 64mb memory.

Workstations: Daly Predator II, minimum processor type and speed of Pentium III, 933 MHz, support for two PIII processors or one PIV processor, with a minimum of 256 Mb memory. The workstation must also support SCSI drives.

The Contractor's price list shall include only these product lines plus all other items from the Contractor's referenced price list that can be installed in or attached to computers at the time of purchase, with the exception of printers and scanners. Contractor's storage solutions that are attached to servers are included in this Agreement if, and only if, they are purchased with a server at the time the server is purchased.

PRICING:

The price of all Products under this Agreement is identified after the appropriate discount is applied to the "Daly Manufacturer Price List" which is contained in Daly's website at www.daly.com. The website shall list only items covered by the Contract which have been approved in writing by DIT in advance. The Contractor shall list, side-by-side, the discounted prices for the Commonwealth, as well as the prices from the price list being referenced to calculate the discount. All necessary Contract information, including configurations, prices, and discounts shall be available through the Contractor's website.

The appropriate discount is as identified below:

Value Class Desktops: 30%

Value Class Notebooks: 30%

Value Class Workstations: 30%

DEPARTMENT OF TECHNOLOGY PLANNING (DTP): Prior review and approval by the Department of Technology Planning for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.

ORDERS:

Authorized ordering officials of Commonwealth Agencies, Institutions, and other public bodies may order Products from this Contract by one of the following methods:

- A. Issuing Agency Purchase Order, Form DGS-41-001
- B. Charge Card: An ordering and payment process under contract with American Express (AMEX). Each order must not exceed \$5,000 or the then current charge card limit. Payment will be made to Contractor by AMEX within three business days.
- C. A Delivery Order issued by the Acquisition Services Division, DIT.

This ordering authority is limited to issuing orders for the Products available under this Agreement. Under no circumstances shall any Agency, Institution, or other public body of the Commonwealth have the authority to modify this Agreement.

ACCEPTANCE TESTING

The Commonwealth shall "Acceptance Test" the equipment within thirty (30) days of delivery. The "Acceptance Test" shall consist of forty-eight (48) consecutive business hours in conformance with the Contractor's technical specifications and functional descriptions as delineated in Paragraph 42 herein. All "Acceptance Test" failures shall be reported to Contractor for return. Any failures not specifically identified to the Contractor within thirty (30) days shall be considered to have successfully passed the Acceptance Test.

To qualify for acceptance, all Equipment must concurrently perform in accordance with the technical specifications and functional descriptions, as contained or referenced in this Agreement, calculated over a period of forty-eight (48) consecutive business hours. The Commonwealth shall not pay any charges, either beforehand or retroactively, associated with the Contractor's requirement to achieve this performance level. If any Equipment does not meet the standard of performance during the initial forty-eight (48) consecutive business hours, then, at the Commonwealth's sole discretion, the acceptance period shall continue on a day-to-day basis until all Equipment concurrently meet the standard of performance for forty-eight (48) consecutive business hours.

Should it be necessary, the Commonwealth may delay the start of the acceptance period, but such a delay shall not exceed thirty (30) consecutive days from the date of receipt of Equipment.

The Equipment shall be deemed accepted on the first day after successful completion of the acceptance period. Upon request, the Commonwealth shall provide written confirmation of acceptance. If the standard of performance has not been met after thirty (30) calendar days have elapsed from the start of the acceptance period, the Commonwealth may require a replacement to be provided or may avail itself of the remedies for breach.

NOTE: 30-Day Prompt Payment period begins upon Acceptance.

WARRANTY: The Warranty prices listed in this Agreement include all Software and Firmware maintenance costs and Equipment costs of labor, parts, travel, factory overhaul, rehabilitation, transportation and substitute Equipment as necessary. If it is necessary to remove any Equipment from a Commonwealth location where On-site warranty is specified, the Contractor shall provide substitute Equipment at the time of removal. Substitute Equipment shall be comparable to the Equipment removed. In instances where it is necessary for the Contractor to return the Equipment to the factory, the Contractor shall be responsible for all costs of the Equipment from the time it leaves the Commonwealth site until it is returned to the Commonwealth site in good operating condition. Only new standard parts or parts equal in performance to new parts shall be used in effecting repairs. Parts that

have been replaced shall become the property of the Contractor. Replacement parts installed shall become the property of the Commonwealth.

- All *Premium* desktops, workstations, and servers delivered under this Agreement shall include a three (3) year On-site Warranty that commences after Equipment Acceptance.
- All *Premium* laptop computers shall include a three (3) year Exchange Warranty that commences after Equipment Acceptance.
- All *Value* desktops shall include a one (1) year On-site Warranty, that commences after Equipment Acceptance, followed by a two (2) year parts and labor Warranty, which may be upgraded to a two (2) year On-site Warranty, if available from the Contractor.
- All *Value* notebook computers shall include a one (1) year depot Warranty that commences after Equipment Acceptance, which may be upgraded to a one (1) year Exchange Warranty, if available from the Contractor. For value notebooks, the Commonwealth at its sole discretion may purchase any additional warranties that may be offered by the Contractor at any time during the term of the Contract or any extensions thereof.

For depot warranty and exchange warranties, the Contractor shall repair or replace Equipment within seventy-two (72) hours of receipt of the malfunctioning Equipment. The Contractor shall bear all costs associated with returning the Equipment to the Contractor's repair facility and return of the repaired or replaced Equipment to the Commonwealth's original point of shipment. Cost of shipping includes but is not limited to, costs of packing, transportation, rigging, drayage and insurance for damage or loss.

ALL SOFTWARE AND FIRMWARE SHALL BE CONSIDERED AN INTEGRAL COMPONENT OF THE EQUIPMENT AND THE CONTRACTOR SHALL RESPOND TO ALL REQUESTS FOR WARRANTY SERVICE FOR ANY FAILURE.

For On-site Warranty response, the Principal Period of Maintenance (PPM), for desktops, workstations, and notebooks shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays, and for servers shall be twenty-four (24) hours per day, 365 days per year, including weekends and holidays.

During the PPM, the Contractor shall respond by telephone within two (2) hours after notification from the Commonwealth of a problem for desktops, workstations, and notebooks. For servers, the Contractor shall respond On-site within four (4) hours after notification from the Commonwealth of a problem. The Contractor shall complete all repairs by the end of the next working day after notification by the Commonwealth of a malfunction.

If the Equipment provided fails to perform in accordance with technical specifications and functional descriptions contained or referenced in this Agreement and is subject to warranty response three (3) or more times during any ninety (90) day period, then the Contractor shall, upon the Commonwealth's request, replace the Equipment at no cost to the Commonwealth. The replacement Equipment shall be delivered no later than fifteen (15) working days after the Contractor receives the Commonwealth's request.

The Contractor shall provide the Commonwealth with a single designated point of contact and toll-free telephone number for warranty Services.

MANUALS:

Contractor shall supply an operations manual for each Equipment, and in the case of custom-developed deliverables, shall also provide a manual describing the functions, characteristics and operating capabilities that may be expected of such deliverables.

UNIVERSAL SERVICE FUND PARTICIPATION BY CONTRACTOR

The Contractor agrees to make available to all requesting USF participants, all products and Services as listed and priced herein. The Contractor agrees to provide the Products and Services directly to the USF participant, and to bill each USF participant directly. The Contractor agrees and understands that the responsibility for collection of all charges incurred, and the responsibility for resolving all Product and Service problems as well as administration of said Contract for USF participation shall be the sole responsibility of the Contractor.

The Contractor warrants that it is qualified under applicable Federal Communications Commission and Virginia State Corporation Commission rules to apply for and receive Universal Service Fund allocations/disbursements for services provided pursuant to this Contract to agencies and entities and users which are eligible for those allocations/disbursements on behalf, and for the benefit, of those agencies and institutions. The Contractor also agrees to maintain those qualifications, and to assist agencies and entities in applying for and receiving these allocations/disbursements.